

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF WEST VIRGINIA, CLARKSBURG

HEIMO RIEDEL, Plaintiff,

v. Civ. Action No. 1:22-CV-155, (Judge Kleeh)

FILED FEB 22 2025 WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS,

U.S. DISTRICT COURT-WVN
CLARKSBURG, WV 26301
for and on behalf of West Virginia University,

and MICHAEL SCHALLER, PH.D., individually, Defendants

PLAINTIFF'S SUPPLEMENTARY RESPONSE TO COURT ORDER

Per order by this court of 2/14/2025 in this litigation the court has directed the parties “to draft and execute a Settlement Agreement and Release that conforms with the terms of their settlement agreement . . .” (dated 4/8/2024 as summarized by the mediator) and the plaintiff to sign.

Since plaintiff submitted the signed and notarized settlement agreement to the WVU Board of Governors on 2/18/2025 plaintiff learned from the opposing counsel that the defendant is declining to sign the agreement (see opposing counsel’s message on the following page) with the sole explanation of “meaningful differences in the language compared to the agreement”, his own draft that opposing counsel had attached (and is enclosed on the subsequent pages).

These meaningful differences are easily explained by the fact that the attached defendant’s draft agreement is unacceptable because it does not conform with the terms of the mediator’s settlement agreement of 4/8/2024 as requested in the court order for a number of reasons:

1 -Plaintiff has never been shown this particular draft in the past.

2 - The draft contradicts the terms of the mediator’s settlement agreement of 4/8/2024 such as by including a unilateral rather a mutual non-disparagement agreement

3 - and by including a strict confidentiality clause for plaintiff but unrestricted

4 - The draft appears to be **written at least in part for another plaintiff** and repeatedly **refers to “she and her”** when referring to this plaintiff notably in points 5. and 6. It contains numerous errors as if drafted in a rush and without review.

5 -The draft **does not conform to the balanced format toward both parties** presented in the mediator's agreement of 4/8/2024 by **adding many pages of new, elaborate and one-sided terms to majorly restrict the rights of the plaintiff unilaterally.**

6 - The draft contains numerous new statements for the plaintiff to make that are factually wrong and **would amount to false statements** if signed by the plaintiff. Some are explained by the fact that plaintiff cannot agree to terms voluntarily but is signing to comply with the court order.

Another example under 2. C is a wrong statement that **plaintiff has been “paid for all hours worked“ and “paid all wages”**. Instead plaintiff had filed a **grievance in 2016 to demand payment withheld** by WVU and part of this litigation is the complaint about plaintiff's wrongful termination in retaliation to his active grievances.

Accordingly, plaintiff respectfully asks the court to endorse the settlement agreement that conforms with the mediator's agreement of 4/8/2024 such as the agreement signed by the plaintiff and submitted to the defendant on 2/18/2025.

I hereby certify that I have submitted this document on February 21, 2025 by facsimile transmission (304-623-4551) to the United States District Court, 500 West Pike Street, Room 301, Clarksburg, WV 26301.

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